Below I have reproduced the contract that was awarded to each firm. Of course, the sub-contracting plan provisions appear only in the contracts for large businesses and the 8(a) provisions in the 8(a) set-aside awards.

/S/ Anthony M. Revenis

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SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Independently, and not as an agent of the Federal government, the contractor shall provide all personnel, services and supplies necessary to meet the requirements of Section C.

Firms shall indicate below which services they propose to offer (shaded areas indicate an entry is required):

- () Domestic Travel and Conference Support
- () International Travel and Conference Support
- () Administrative Support Services

***Please be advised that firms will be evaluated on all services that they check above; therefore checking a service, in which your firm is weak, will reduce your overall evaluation score and lessen the likelihood of receiving an award.

- B.2 This is a five (5) year indefinite delivery, task order contract. These contracts will be used primarily by NIH, but may also be used by other portions of DHHS and other Federal agencies. Task orders may utilize option periods, subject to subsequent awards to the offeror, but the total performance time for any task order may not exceed five years.
- B.3 This requirement is a partial set-aside for small businesses and 8(a) firms. At least fifty percent of the number of awards will be made to small businesses. At least half of those awards (25% of the total) will be made to 8(a) firms. The size standard is \$6.0 MILLION under NAICS code #541611.

Firms must indicate the portion of the solicitation, under which they are making their proposal. This choice may affect you evaluation criteria. The number of awards under (a) may exceed 25%.

CHECK ONLY ONE BOX and use the following solicitation number on your proposal:

- () Solicitation #263-00-P(AH)-0040(a) for the 8(a) reserved awards.
- () Solicitation #263-00-P(AH)-0040(b) for the small business reserved awards. (Only small businesses and 8(a) firm eligible)
- () Solicitation #263-00-P(AH)-0040(c) for the full and open competition. (All firms eligible.)

Firms that fail to indicate their intent will be considered under the full and open competition portion of this RFP.

B.4 Proposals made under Solicitation #263-00-P(AH)-0040(c), the full and open competition portion of this solicitation only, are subject to:

FAR 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns

FAR 52.219-24 Small Disadvantaged Business Participation Program - Targets

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns

Please complete the requested information below:

a. Indicate your business size/status below:

Check only one-

- () Large Business
- () Small Business
- () SBA certified Small Disadvantaged Business (Provide a copy of SBA certification.)
- () Small Disadvantaged Business

Э.	Check	pelow	11	your	Ilrm	1S:			
		()	SBA	certi	fied	HUBZone	Small	Business	Сс

() Woman owned

() Veteran owned

c. Firms making a proposal under Solicitation #263-00-P(AH)-0040(c) for the full and open competition shall indicate your Small Disadvantaged Business participation targets below and discuss your firms program in a separate section of your proposal. See Section M for issues to be discussed.

(Provide a copy of SBA certification.)

Express SDB Participation Targets as a percentage of task orders amounts awarded:

Prime	contractor	-	 	_ ^응
Subcor	ntractor		_% _	

B.5 Task orders under this contract will be individually competed and priced on time and material basis. Firms will be required to use the firm-fixed hourly prices contained in your proposal for each specified position for each year. (N.B. If a task order is going to cross multiple years, a firm may bill at the escalated rate only if they included the escalated rates in their task order proposal.)

All other costs will be treated as "pass-through" expenses and billed on an actual cost basis. The only authorized increase to the actual cost will be a "handling charge", which will be specified as a percentage on each task order proposal. At this time, firm are required to specify a handling charge ceiling percentage, which they will not exceed in any task order proposal. This figure will receive some consideration in the scoring of the Cost/Price evaluation factor. Currently, fixed-price labor costs represent about 10% of the total expenditures under these task orders but firms are advised that labor may represent a much larger portion of some tasks (meetings without included travel). Some tasks may require only a financial payment to support a foreign meeting. Firms are advised to structure their pricing to enable the pricing of a competitive and profitable proposal for various labor/pass-through mixes.

B.6 As listed in Section M of this RFP, the issue of price/cost will be a significant evaluation factor in the source selection determination. Because negotiations are not contemplated, in

order to present the most attractive proposal, firms are encouraged to present their best offer and prices initially.

B.7 Offerors are advised that the contracts, awarded as a result of this RFP will be indefinite delivery, indefinite quantity, task order type contracts. NIH reserves the right to make supplemental awards or to use other sources if such action is in the best interest of the government. The choice of which firm to use for an individual action will be at the discretion of the Project Officer (PO) and Contracting Officer (CO), in accordance with the procedures delineated in FAR 16.505(b) which will be used to determine the best interest of the government, all factors, including price, considered.

B.8 Corporate Point of Contact

Each offer	or sh	nall	appoint	and	list	а	single	point	of	contact	for
negotiatio	ns ar	nd co	ontract	admir	nistra	ati	on:				

negot		one and concrace adm	iniperación.		
Name-	·		Title		
E-mai	1:	PH		_ Fax	
В.9	SCHE	DULE			
Five	Year	Contract Period -			
		Minimum amount Estimated maximum am	mount	\$	200
		for all five years	;	\$80,000	,000 *

* The estimated maximum amount represents the entire possible NIH requirement for these types of services. Because each institute makes its own procurement decisions, these services can and, to some unknown extent, probably will be secured through other procurement mechanisms.

B.10 PRICES

Go to page B.5.

Offeror need only make entries in all shaded areas. Computations will by made by NIH. BASE YEAR - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	T((Not to
LABOR -				
1. Program Manager	3,000	hrs	\$	\$
2. Assistant Program Manager	12,000	hrs	\$	\$
3. Clerical	3,000	hrs	\$	\$
			LABOR TOTAL	\$
4. OTHER ("PASS-THROUGH") EXI		ındling Cha	arge % for all years	
Other Expenses - Amt is estimated.	1 lot		<u>\$12,000,000.00</u>	<u>\$12,01</u>
**Ceiling Price (To	otal Lines 1-4)	Base Yea	r	\$

YEAR TWO - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TC (Not tc
LABOR -				
5. Program Manager	3,000	hrs	\$	\$
C. Assistant Dusanam Managan	42.000	h	e.	\$
6. Assistant Program Manager	12,000	hrs	\$	\$ \$
7. Clerical	3,000	hrs	\$	\$
			LABOR TOTAL	\$
8. OTHER ("PASS-THROUGH") EX	(PENSES -			
Other Expenses - Amt is estimated.	1 lot		<u>\$12,050,000.00</u>	<u>\$12,05</u>
**Ceiling Price (1	Γotal Lines 5-8) -	Year Two		\$

YEAR THREE - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TOTAL (Not to exc
LABOR -				
9. Program Manager	3,000	hrs	\$	
10. Assistant Program Manager	12,000	hrs	\$	
11. Clerical	3,000	hrs	\$	\$ -
			LABOR TOTAL	\$
12. OTHER ("PASS-THROUGH") E	XPENSES -			
Other Expenses - Amt is estimated.	11	ot	<u>\$12,100,000.00</u>	<u>\$12,100,00</u>
**Ceiling Price (Total Lines 9-12	2) - Y	ear Three	\$

YEAR FOUR - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TC (Not tc
LABOR -				
13. Program Manager	3,000	hrs	\$	\$
14. Assistant Program Manager	12,000	hrs	\$	\$
15. Clerical	3,000	hrs	\$	\$
			LABOR TOTAL	\$
16. OTHER ("PASS-THROUGH") E.	XPENSES -			
Other Expenses - Amt is estimated.	1 lot		<u>\$12,150,000.00</u>	<u>\$12,15</u>
**Ceiling Price (T	otal Lines 13-16) -	Year Four		\$

YEAR FIVE - Insert dates upon award.

ITEM	QUANTITY (Estimated)	UNIT	UNIT PRICE	TC (Not tc
LABOR -				
17. Program Manager	3,000	hrs	\$	\$
18. Assistant Program Manager	12,000	hrs	\$	\$
19. Clerical	3,000	hrs	\$	\$
			LABOR TOTAL	\$
20. OTHER ("PASS-THROUGH") EX	KPENSES -			
Other Expenses - Amt is estimated.	1 lot		<u>\$12,200,000.00</u>	<u>\$12,20</u>
**Ceiling Price (T	otal Lines 17-20)	- Year Five		<u>\$</u>
	Cont	ract Total (E	stimated)	<u>\$</u>

SECTION C

DESCRIPTION/SPECIFICATION/WORKS STATEMENT

Independently, and not as an agent of the Government, the contractor shall furnish all necessary labor, materials, and facilities to provide domestic and international travel, meetings and conference management services and administrative support for the National Institutes of Health (NIH) and other Federal agencies.

This contract is comprised of three main categories.

Article C.1 will require the contractor to arrange and provide for travel (domestic and foreign) for program participants, escort services; translation and preparation of program documents; lodging accommodations; varied assistance at workshops and conferences; and subsistence allowances for participants.

Article C.2 will require the contractor to provide logistical support for meetings; the writing and production of reports/documents; and the distribution of conference materials.

Article C.3 will require various types of administrative support.

ARTICLE C.1. – TRAVEL SUPPORT

Arrange or facilitate visits by foreign and domestic scientists or officials to the NIH and other institutes, universities, medical centers, and research centers located throughout the United States as specified in itineraries developed for each visitor. Itineraries will vary depending upon the nature of the research interests involved.

Visits by U.S. scientists and delegations from the private sector (non-Federal Government participants) to foreign countries and to locations in the United States to attend meetings, conferences, planning sessions, and program discussions.

Requirements

In support of Category I, the contractor shall, under instructions from the Project Officer, be responsible for the following:

- A. Travel arrangements, domestic and international, including, as specified, but not limited to the following services:
 - 1. Develop detailed travel itineraries.

- 2. Provide guidance and assistance to U.S. and foreign travelers in obtaining passports and/or visas.
- 3. Make complex domestic and international travel arrangements, utilizing a variety of transportation modes, as dictated by the needs of specific programs and cost effectiveness, from the traveler's residence or home institution to the specified destination. In most cases, contractor shall provide prepaid tickets in advance of travel.
- 4. Purchase economy class (or business or first class if specified by the Project Officer) air fare or other tickets for domestic or international travel. CONTRACTORS MUST COMPLY WITH U.S. FLAG CARRIER REGULATIONS AND REQUIREMENTS!
- 5. Purchase and arrange ground transportation as required.
- B. Arrange hotel or other lodging accommodations, in the United States and in foreign countries. All accommodations should be of moderate to above-average cost.

In those instances when the visitor is to remain in the United States for an extended period of time, the contractor shall recommend and/or obtain suitable lodging in the form of a furnished house, apartment, university housing, etc. The contractor shall consider convenience of location in terms of commuting, safety, and cost effectiveness. In most instances, contractor shall pay lodging costs directly to hotel or leaser. Late arrival must be guaranteed.

- C. Pay appropriate subsistence allowance in advance as specified by the bilateral agreement or by the Project Officer. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPORTING TO THE IRS FOR PAYMENTS TO TRAVELERS. THIS REPORTING MAY BE REQUIRED AND/OR MODIFIED BY THE IRS CODE AND INTERNATIONAL TREATIES AND AGREEMENTS.
- D. Make direct contact with the host and/or traveler to ensure that all arrangements are mutually understood concerning arrival times, accommodations, addresses, official functions, financial arrangements, special events, and any other special information that impacts on the visit. All such arrangements must be approved and confirmed by the Project Officer.
- E. Provide the U. S. traveler or visitor, host, and Project officer with a typed day-to-day schedule listing accommodations with addresses and telephone numbers; dates and times of appointments with addresses and telephone numbers; field representative (escort) names and telephone numbers; program coordinator's name and home and office telephone numbers; ground transportation arrangements; air travel schedules indicating flight times, airlines, and airports;

information regarding invitations, conferences attend, orientation plans, special functions, and general travel tips.

- F. Provide reimbursement upon receipt of expense statement for:
 - o Charges for storing baggage and equipment not required during portions of the traveler's trip in baggage rooms or terminal lockers.
 - o Charges for telegrams, cablegrams, and local and long-distance telephone calls concerning official business.
 - o Passport and visa fees, costs of passport and visa photographs, fees for affidavits, charges for required inoculations, etc.
 - o Fees for entry into foreign countries, port taxes, etc., and all other allowable travel costs and expenses incurred as authorized by Federal Travel Regulations.
 - o Written instructions for expense statements shall be provided to the traveler.
- G. Highly skilled interpreters who provide simultaneous foreign language interpretation at scientific meetings are sometimes supplied through an agreement with the Department of State. When an interpreter has been assigned to a delegation, the interpreter also acts as escort and will require travel arrangements, per diem, and lodging at the same level and rate as the foreign visitors. The contractor shall be responsible for making these arrangements.
- H. Provide limousine or other ground transportation (taxi, bus, etc.) as required. The contractor must be able to provide rapid response to changes in programs and unanticipated events. As little as one hour's notice may sometimes be given for a transportation need.
- I. Arrange for special handling of research materials, if instructed by Project Officer.

NOTE: FEDERAL EMPLOYEES ARE NOT ALLOWED TO TRAVEL AND RECEIVE LODGING AND SUBSISTENCE ALLOWANCE UNDER THIS CONTRACT.

- J. Escort services. When requested by the Project Officer, a field representative (escort) shall meet a foreign visitor upon arrival in San Francisco, Los Angeles, Chicago, New York City, Washington, D. C., or other ports of entry. Services provided by this escort shall include, but not be limited to, the following:
 - 1. Assist with customs, immigration concerns, and luggage.

- 2. Assist with connecting flight if the visitor is not staying in the city of entry.
- 3. Accompany the visitor to the hotel, assist with check-in procedures and alert hotel staff regarding any special requirements; assist in cashing check, and explain all subsistence procedures.
- 4. Review itinerary with the visitor and determine if there are any concerns or problems. Notify Project Officer and resolve problems.
- 5. Provide orientation of surroundings, including personal care requirements, area restaurants and public transportation. Provide orientation regarding American culture, i.e., customs, colloquialisms, trends.
- 6. Be available at all times during a visitors' stay to accompany him/her to meetings, conferences, and appointments and to provide for all necessary changes in itinerary and other changes as visit progresses.
- 7. Assist with check-out procedures prior to departure and verify that all incidentals are paid for and the bill handled in accordance with instructions. Confirm return air reservations.
- 8. Provide services of foreign-speaking escort when directed by the ICD Project Officer.

ARTICLE C.2 - MEETING AND CONFERENCE SUPPORT

Conferences, seminars, and workshops held in the United States and in foreign countries.

- A. Conference Management Services shall include, but not be limited to the following tasks:
 - 1. Provide meeting rooms, supplies, and services incidental to the conduct of conferences.
 - 2. Invitation and registration, fees and pre-conferences distributions, including the use of web sites, as required.
 - 3. Establish message centers and make arrangements for coffee breaks, working lunches, and dinners.
 - 4. Assist with preparation of program documentation. Program documentation ranges from simple agenda to bilingual briefing books containing proceedings of working meetings and background biographical data on program

participants. The contractor shall be expected to provide such services as typing, collating, editing, reproduction, and delivery and mailings. Documentation services shall include, but not be limited to, the following:

- 5. Prepare materials for distribution prior to the conference, which may include briefing materials, preliminary agenda, travel and hotel data, and instructions concerning financial arrangements.
- 6. Prepare materials for distribution at the conference, which may include the final agenda, list of participants, notices of special functions, name badges, and reference materials.
- 7. Assist with preparation of program documents such as negotiation documents, progress reports, and summary reports of meetings.
- 8. Assist with preparation of abstracts and/or publication of proceedings.
- 9. Arrange for translation of documents, English and foreign languages as well as verification of accuracy and equivalency in translation. Translators may be obtained through a subcontract arrangement subject to acceptance by the ICD Project Officer (or through NIH arrangements with the Department of State).
- 10. Record and transcribe proceedings.
- 11. Provide and operate audiovisual equipment.
- 12. Provide simultaneous foreign language interpreters.
- 13. As requested, shall prepare graphic designs, suitable for posters, publicity materials, manuscripts, and other meeting-related materials.
- 14. At times, NIH will direct the contractor to forward a check to provide financial support for international and other scientific/medical meetings.
- 15. Food and light refreshments may be provided, subject to the restrictions on the expenditure of Federal appropriated and gift funds. Any food will require the specific, separate authorization of the Project Officer and of the appropriate delegated official.

For all Government-sponsored events held in what has been defined as the local travel area, the contractor will have to attain all lodging and meals and/or light refreshment requirements from the Project Officer prior to the event. A per diem allowance (meals and/or lodging) must be authorized by the appropriate delegated official (See NIH Manual 1130, Travel No. 3A "Local Travel and Per Diem at the Official Duty Station" (pending release)) in line with the existing FTR and HHS and NIH policies for travel in the local area (See HHS Chapter 5-00-50 "Per Diem

at Official Duty Station" and NIH Manual 1500-06 "Local Travel"). Light refreshments or meals will be provided by the contractor in line with existing NIH policies and procedures as they pertain to entertainment activities (See NIH Manual 1160-1 "Entertainment" and related informational documents) and the use of either appropriated or gift funds for such services.

Definitions:

- 1. Local Travel Area Temporary duty in the Washington Metropolitan Area including the District of Columbia; Fairfax County; Alexandria; Arlington County; Montgomery County; Prince Georges County; Loudon County; Prince William County; Baltimore City; and Frederick.
- 2. Light Refreshments For morning, afternoon, or evening breaks, includes but is not limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.

ARTICLE C.3 – ADMINISTRATIVE SUPPORT

The Contractor is required to provide administrative support services through the performance of other tasks not necessarily associated with meetings or conferences, but which support the scientific program staff in accomplishing a variety of research and administration responsibilities. These services will typically be billed on a fixed hourly basis by position and contractor staff may be co-located at NIH facilities. Such services may include general administrative tasks or tasks in the following areas:

- 1. Editing and publishing
 - a. Newsletters, Brochures, Pamphlets
 - b. World Wide Web Content Development
 - c. Graphics
 - d. Storage and Distribution
- 2. Recruiting and subcontracting for specialty writing expertise such as government job descriptions or specific scientific expertise.
- 3. Assisting with the distribution of letters, documents, or other materials by electronic mail (e-mail), FAX, postal service, or courier service.
- 4. Liaison Activities In the course of assisting with meeting planning, documentation preparation, report compilation, etc., the contractor shall work with a wide range of collaborators (staff throughout NIH, board members and other external advisors, representatives of cancer care organizations, insurers, advocacy groups, research and

practitioner communities, corporate collaborators, and other constituents) to coordinate activities, gather information, or to obtain feedback. The contractor shall provide expertise on formulating and maintaining effective networks or "virtual" organizations.

- 5. Web and Internet Support The Contractor shall provide internet and intranet support. The contractor will provide initial design, management, and conduct usability testing to evaluate effectiveness and ease of use. It is anticipated that support in this area would include:
- 6. Evaluation and Statistical Analysis Support Contractors may be requested to provide an array of technical services in support of government research and educational issues.

ARTICLE C.4 – NOTES

- 1. This contract will require frequent close communication and interaction between the Contractor and the Project Officer. To insure that required services, face-to-face meetings, and daily document transfer are possible on a practical and cost-effective basis, it will be necessary that the Contractor's main or satellite office be located in close proximity to NIH, or that the Offeror submit plans to demonstrate how the necessary interactions can be successfully accomplished at a distance.
- 2. Individual task orders may require a specified level of close and continuous communication. Task orders may require a specific Project Director for the period of performance who will serve as the principal point of contact with the Government and who shall be the individual held responsible for production and oversight of all reports and plans, for the direct supervision and coordination of project staff and consultants, for issuing work assignments, for monitoring the progress of this contract and provision of deliverables, and for maintaining cost control.
- 3. Offerors shall address plans to insure that no confidential or proprietary information recorded via notes, tapes or transcript during the conduct of a closed meeting or closed meeting session will be kept in files open to the public or be accessible to any but those contracted employees directly engaged in the project. Plans shall include the disposition of finalized hardcopy and/or computer discs containing finalized summaries, minutes, reports, etc. For some specific meetings where such information is disclosed, the subsequent Contractor may be required to sign a secrecy or confidentiality agreement. Any such form will be identical to that which is concurrently signed by the Government.
- 4. The Contractor must follow the NIH Publication Standards for print materials. Materials produced by the Contractor shall not exceed the limitations imposed by the "Government Printing and Binding Regulations" published by the Joint Committee on Printing, Congress of the United States. The limitation is 5,000 reproductions of any page; documents consisting of multiple pages may not exceed an aggregate of 25,000 production units. In cases where quantities do exceed this limitation, the NIH will provide the Contractor with the required materials for distribution.

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

THERE ARE NO ARTICLES APPLICABLE TO THIS SECTION

SECTION E

INSPECTION AND ACCEPTANCE

E.1 - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this article, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:

The location will be specified in each task order.

E.2 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.arnet.gov/far/.

I. <u>FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)</u> <u>CLAUSES</u>

FAR CLAUSE NO. TITLE AND DATE

52.246-4 Inspection of Services--Fixed Price (FEB 1992)

52.246-16 Responsibility for Supplies (APR 1984)

(end of clause)

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F.1 PERIOD OF PERFORMANCE

The period of performance for this contract shall for five years from the date of award as listed on Page A1.

ARTICLE F.2 DELIVERABLE SCHEDULE

Deliverables will be specified with each task order.

ARTICLE F.3 DELIVERY OF MATERIAL

Unless otherwise specified, deliveries shall be made to the delivery point specified in the Schedule below Monday through Friday between 8:30 AM and 5:00 PM (except for Federal holidays) or other times agreed upon and as required by each order.

ARTICLE F.4 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.arnet.gov/far/.

No. FAR Clause No. Title and Date

- 1) 52.242-15 Stop Work Order (AUG 1989)
- 2) 52.242-17 Government Delay of Work (APR 1984)
- 3) 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

SECTION G

CONTRACT ADMINISTRATION DATA

ARTICLE G.1 PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

The Project Officer will be specified in each Task Order.

The Project Officer is responsible for: (l) monitoring the Contractor's technical progress, including the surveillance and

assessment of performance and recommending the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirement; (3) performing technical evaluation as required; (4) performing technical inspections and acceptance required by this contract; and (5) assisting in the resolution of technical problems encountered during performance. The Government may unilaterally change the Project Officer designation at any time.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in this contract; (2) not constitute new assignment of work or change to the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the contract price or extension to the contract delivery.

The Contracting Officer is the only person with the authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (l) direct or negotiate any changes in the statement of work or specifications; (2) modify or extend the period of performance; (3) change the delivery schedule; or (4) otherwise change any terms and conditions of this contract.

(end of clause)

ARTICLE G.2 INVOICE SUBMISSION

- (a) The Contractor shall submit an original and 2 copies of the invoice to the billing address specified in each task order. The contractor shall also submit two copies of the invoice to the Project Officer.
- (b) Inquiries regarding payment of invoices should be directed to the Project Officer.
- (c) The contractor must include the following information to comply with proper invoice submission procedures pursuant to FAR 32.9.
 - (1) Name and address of the contractor.
 - (2) Invoice date.
 - (3) Contract number, task order number and record of call number or other billing references required.
 - (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (5) Shipping and payment terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (6) Name and address of contractor official to whom payment is to be sent (must be same as that in the contract or on a proper notice of assignment).
 - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

 (end of clause)

ARTICLE G.3 TASK ORDER PLACEMENT PROCEDURE

The following steps will be taken in the issuance of a task order under the contracts resulting from this Travel and Conference Support Services (TCS) RFP:

Step 1. The Project Officer will forward (via e-mail or fax) the Request for Task Order Proposal (RFTOP) to all eligible firms as suggested by FAR 16.505, unless documenting an exception to the requirement to consider all firms.

The Request shall be issued on the NIH/GOV TCS Task Order Form (See Section J). The Request will contain a detailed description of the work required (which must be within the scope of the contract), evaluation criteria for selection and a required response date. (If specific evaluation factors are not identified, the factors contained in this RFP will be used.

Step 2. The contractor shall prepare a proposal (if interested in performing the work) with as much detail as required by the RFTOP and include a pricing proposal. The handling charge percentage must be specified for each task order proposal. (It is recognized that the pricing proposal are often a good faith, best estimate dependent

upon the degree of specificity in the RFTOP SOW, but a firm that, in the opinion of the NIH TCS Co-coordinator, consistently or flagrantly underestimates the required number of hours or total costs will be suspended or excluded from consideration for future tasks.) The Task Order Form, signed by an authorized company representative, shall be submitted, as directed.

Step 3. The Project Officer (PO) and Contracting Official (CO) shall review all resultant proposals in accordance with the stated evaluation factors and prepare a recommendation for award, detailing the reasons that the use of the selected firm is in the best interest of the Federal government in accordance with FAR 16.505(b). They will sign the Task Order Form and inscribe the appropriate accounting and appropriation reference. The CO will forward 1) the signed Task Order Form; 2) evidence of the obligation of sufficient funds and 3) source selection document to the NIH TCS Coordinator.

Step 4. The TCS Coordinator will review the submitted material to determine that the order is within the scope, period and ceiling value of the contract and approve the Task Order Form. Copies of the approved task order will be provided, by FAX, to the Contractor and to the Project/Contracting Officer. Any future disputes will draw upon the RFTOP and then the firm's proposal to determine the intent of the parties.

Step 5. The contractor shall submit all invoices to the billing address at originating agency as directed by the Task Order Form. Billing shall be for hours actually worked and amounts paid. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. For non-NIH orders the entire NIH Fee shall be billed by the contractor with the first invoice (in no case later than 3 months after the issuance of an approved task order) and the amount remitted to NIH within 60 days of the invoice date. The Contractor shall also provide the TCS Coordinator with a copy of the final invoice and a task order closeout form (see Section J) for each task order in order to facilitate task order closeout. The final invoice and close out form shall provide the accounting activity at the originating agency with authority to deobligate unexpended funds.

Step 6. If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps. All modifications will require the signature of the NIH TCS Coordinator.

ARTICLE G.4 NIH PROCESSING FEES

For each non-NIH task order or modification approved, NIH will be paid a fee by the contractor, which will be billed to the originating Agency. NIH task orders will be numbered starting with "NTCS-". Orders for other agencies, which require the collection of a fee will be numbered "TCS-". TCS- orders will require that a fee be collected. This

processing fee covers the cost of the solicitation, contract awards and administration, including, contract management, contract-wide recording, tracking, monitoring, reporting, and problem resolution. The amount of each fee will be one percent (1%) of the entire funded task order or modification amount, but not less than \$250 for each action. If the task order is canceled before work commences by the vendor, the NIH processing fee will not be charged. The fee is not refundable. If the scope of the task order is later reduced, no adjustment to previous amount or payment will be made.

The check should be sent to the NIH cashier's office at the following address:

NIH, OFM, FSB Building 31, Room B1B23 31 Center Drive, MSC 2054 Bethesda, Maryland 20892-2054

The check must be payable to NIH and identified with the following information:

Contract Name: Travel, Conference & Administrative Services

Contract Number: (See page A.1), Task Order/Mod #

Appropriation/CAN Number: 4554/8570

A copy of the check should be sent along with the Check Report to the TCS Coordinator and DSSA Financial Analyst Team (see below). The check report will include the contract and task order numbers, the task order/modification award amount, invoice date and the amount of the processing fee. Additionally, the report must total to the amount of the check and include the check number. The information can be mailed, faxed or emailed to be received not later than the 10th of the following month.

If the vendor reporting requirements stated above are not met, vendors may be subject to a moratorium of their contract. During the moratorium, the vendor shall be precluded from proposing on or receiving orders under the contract.

ARTICLE G.5 DSSA FINANCIAL ANALYSIS TEAM

The financial team will have the following responsibilities: tracking gross sales, NIH sales and outside NIH sales by vendor and by contract; reconciling vendor financial reports to the Task Orders and the 1% processing fee received by the NIH, Office of Financial Management; follow-up will include contacting vendors and agencies to reconcile discrepancies.

c/o Edward Wilgus, Branch Chief

Tel: (301) 402-3070, Fax: (301) 480-1145

e-mail: WilgusE@od.nih.gov

Financial Team Address:

National Institutes of Health, OPM DSSA FINANCIAL ANALYSIS TEAM 6011 Executive Blvd., 5th Fl. Rockville, Maryland 20892-7663

Article G.6 - Contractor Activity Report

The vendor shall provide a yearly activity report (see below for report format). One copy of the activity report shall be provided to the NIH TCS Coordinator and a second copy to the DSSA financial analysis team. The report is to be received no later than the 10th of the following month after the end of each year of the performance period. The activity report can be mailed, delivered, e-mailed or faxed. The vendor shall include in the activity report all current task orders and task orders that were closed in the past 24 months.

Report format:

Header Info: Firm, Contract#, Reporting Period.

Line Info: Task Order#, Date, Number of Modifications, Customer Institute/Agency, TO Amount, Authorized Hours, Billed Amount and Hours, Remaining Amount and Hours, Scheduled Completion Date, (for non-NIH task orders) Fee Amt, Check# & Date to NIH, Date Cancelled Check Recorded.

ARTICLE G.7 CONTRACTOR'S POINT OF CONTACT

Please provide below the name and information for the person at your firm who will be primarily responsible for providing the required financial reports:

NAME:	-
TITLE:	-
PHONE:	_
FAX:	
ADDRESS:	

ARTICLE G.8 TRAVEL EXPENSES

This contract is subject to the provisions of Section 24 of Public Law 99-234 which amends the Office of Federal Procurement Policy Act to provide that Contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

***PLEASE NOTE THAT FIRMS ARE NOT AUTHORIZED TO BILL FOR PREPARATION OF TASK ORDER PROPOSALS.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF CONTRACT INFORMATION

Unless otherwise provided in this contract, the Contractor shall not:

- o publish
- o permit to be published
- o distribute for public consumption
- o utilize for any other purpose

any information, oral or written, concerning the information gathered, the results of, or conclusions made pursuant to, performance under this contract, without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

H.2 CONFIDENTIALITY OF INFORMATION

Any designs, equipment, concepts, which evolves from performance hereunder shall be considered as "Administratively Confidential". The Contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's Project Officer (PO) before publications or dissemination, for accuracy of factual data and interpretation.

H.3 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Technical Representative, in writing, giving pertinent details, provided, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.4. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General Department of Health and Human Services TIPS HOTLINE P.O. Box 23489 Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (http://www1.od.nih.gov/oma/oma.htm)

H.5. IDIQ OMBUDSMAN

a. In accordance with FAR 16.505(b)(4), the designated ombudsman is

Associate Director, Office of Intramural Affairs and NIH Competition Advocate for Station Support Building 1, Room 140 9000 Rockville Pike Bethesda, MD 20892

b. If issues cannot be resolved by the CONTRACTING OFFICER, they are to be forwarded to the Ombudsman for review.

H.6. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- b. Public Law and Section No. Fiscal Year

P.L. 106-554 Section 505 2001

2002 TBD

H.7. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

H.8. SUBCONTRACTING PROVISIONS (This applies only to large businesses)

a.	Small	Business	Subcontra	cting	Plar

- (1) The Small Business Subcontracting Plan, dated ______ is attached hereto and made a part of this contract.
- (2) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

(1) The Contractor shall submit 1 copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

(3) The contractor shall also send an "Information Copy" of the SF-295 to the Contracting Officer and Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

H.9. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- b. Public Law and Section No. Fiscal Year P.L. 106-554 Section 507) 2001 2002 TBD

H.10. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

PART II

SECTION I-CONTRACT CLAUSES

GENERAL CLAUSES

	FAR Clause	Clause Date	Clause Title
	FAR52.202-1	Oct 1995	Definitions
	FAR52.203-3	Apr 1984	Gratuities (Over \$100,000)
Fees	FAR52.203-5 (Over	Apr 1984	Covenant Against Contingent \$100,000)
Sales \$100,		Jul 1995	Restrictions on Subcontractor the Government (Over
7100,	FAR52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
Recove Improp	per	Jan 1997	Cancellation, Recission, and of Funds for Illegal or Activity (Over
Illega \$100,		Jan 1997	Price or Fee Adjustment for Improper Activity (Over
Influe Transa	FAR52.203-12 ence actions (Over \$100,000)	Jun 1997	Limitation on Payments to Certain Federal
on 100,0	FAR52.204-4	Jun 1996	Printing/Copying Double-Sided Recycled Paper (Over
	Contractors	Jul 1995	Protecting the Government's When Subcontracting Debarred,
suspe	nded, or Proposed :	tor	Debarment (Over \$25,000)
Negot:	FAR52.215-2 iation (Over	Jun 1999	Audit and Records - \$100,000)
Contra	FAR52.215-8 act	Oct 1997	Order of Precedence - Uniform Format

Cost	FAR52.215-10 or	Oct 1997	Price Reduction for Defective Pricing Data
Data	FAR52.215-12	Oct 1997	Subcontractor Cost or Pricing (Over \$500,000)
(Over	FAR52.215-14	Oct 1997	Integrity of Unit Prices \$100,000)
	FAR52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
Plans Benef Pensi	its (PRB) other	Oct 1997	Reversions Reversion or Adjustment of Post-Retirement than
Chang	FAR52.215-19 es	Oct 1997	Notification of Ownership
	FAR52.215-21 ng Data Than Cost or Pricing Data - Moo	Oct 1997 difications	Requirements for Cost or or Information
Prefe Busin	FAR52.219-4 rence ess Concerns	Jan 1999	Notice of Price Evaluation for HUBZone Small
Busin	FAR52.219-7 ess Set-	Jul 1996	Notice of Partial Small Aside
Conce	FAR52.219-8 rns	Oct 1999	Utilization of Small Business (Over \$100,000)
Plan	FAR52.219-9	Oct 1999	Small Business Subcontracting
	FAR52.219-14	Dec 1996	Limitation on Subcontracting
Subco: \$500,	FAR52.219-16 ntracting 000)	Jan 1999	Liquidated Damages - Plan (Over
	FAR52.219-18	Jun 1999	Notification of Competition Limited to Eligible 8(a) Concerns
	FAR52.219-25	Oct 1999	Small Disadvantaged Business Participation Program-
	Disadvantag Status and		1 a 1 d 1 d 1 d 1 d 1 d 1 d 1 d 1 d 1 d
	FAR52.222-3	Aug 1996	Convict Labor
	FAR52.222-26	Feb 1999	Equal Opportunity

	#263-U3-D-0021		
FAR52.222-35 Disabled Veterans of the Vietnam	Apr 1998	Affirmative Action for Veterans and Era	
FAR52.222-3 Workers with	6Jun 1998	Affirmative Action for Disabilities	
FAR52.222-37 Disabled Veterans of the Vietnam	Jan 1999	Employment Reports on Veterans and Era	
FAR52.223-6	Jan 1997	Drug-Free Workplace	
FAR52.223-14 Reporting	Oct 1996	Toxic Chemical Release	
FAR52.225-1 Payments	Feb 2000	Buy American Act - Balance of Program - Supplies	
FAR52.225-13 Foreign	Feb 2000	Restrictions on Certain Purchases	
FAR52.227-1	Jul 1995	Authorization and Consent	
FAR52.227-2 Regarding Patent Infringement (Over \$100,000)	Aug 1996	Notice and Assistance and Copyright	
FAR52.227-3	Apr 1984	Patent Indemnity	
FAR52.227-14	Jun 1987	Rights in Data - General (Alternate III)	
FAR52.232-9 Payments	Apr 1984	Limitation on Withholding of	
FAR52.229-3	Jan 1991	Federal, State and Local	
laves		(Over\$100,000)	
FAR52.229-5 in U.S.	Apr 1984	Taxes - Contracts Performed	
111 0.5.		Possessions or Puerto Rico	
FAR52.232-1	Apr 1984	Payments	
FAR52.232-7 Materials and	Mar 2000	Payments under Time-and-	
Materials and		Labor-Hour Contracts	
FAR52.232-8	May 1997	Discounts for Prompt Payment	
FAR52.232-9 Payments	Apr 1984	Limitation on Withholding of	
FAR52.232-17	Jun 1996	Interest (Over \$100,000)	

FAR52.232-20	Apr 1984	Limitation of Cost
FAR52.232-23	Jan 1986	Assignment of Claims
FAR52.232-25	Jun 1997	Prompt Payment
FAR52.232-34 Transfer Contractor	May 1999	Payment by Electronic Funds Other Than Central Registration
FAR52.233-1	Dec 1998	Disputes
FAR52.233-3	Aug 1996	Protest After Award
FAR52.242-1	Apr 1984	Notice of Intent to Disallow
COSES		(\$500,00)
FAR52.242-4 Indirect Costs	Jan 1997	Certification of Final
FAR52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
FAR52.243-3	Aug 1987 and	Changes - Time and Materials
	and	Labor-Hours
FAR52.244-2	Aug 1998	Subcontracts
FAR52.245-5	Jan 1986	Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contract)
FAR52.246-25 Services	Feb 1997	Limitation of Liability -
SCIVICCS		(Over \$100,000)
FAR52.249-6 Reimbursement)	Sep 1996	Termination (Cost-
FAR52.249-14	Apr 1984	Excusable Delays
FAR52.253-1	Jan 1991	Computer Generated Forms
HHSAR352.202-1 (Apr 1984)	Apr 1984	Definitions - Alternate I
HHSAR352.224-70 Information	Apr 1984	Confidentiality of
HHSAR352.228-7 Third Persons	Dec 1991	Insurance - Liability to

Payme	HHSAR352.232-9 nts	Apr 1984	Withholding of Contract
	HHSAR352.233-70	Apr 1984	Litigation and Claims
Findi	HHSAR352.242-71 ngs	Apr 1984	Final Decisions on Audit
	HHSAR 352.270-1, Confe	Apr 1984 rences	Accessibility of Meetings, and Seminars to Persons with
Disabilities		and Seminars to reisons with	
	HHSAR352.270-6	Jul 1991	Publication and Publicity
	HHSAR352.270-7	Apr 1984	Paperwork Reduction Act

NOTE: All HHSAR clause can be reviewed in full text at http://frwebgate.access.gpo.gov/cgibin/getdoc.cgi?dbname=1999_register&docid=fr08ja99-34

ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

CLAUSE NO.	CLAUSE TITLE	DATE
52.204-02	Security Requirements	Aug 1996
52.217-08	Option to Extend Services	Nov 1999
52.223-5	Pollution Prevention and Rig To-Know Information	ght- Apr 1998
52.224-01	Privacy Act Notification	Apr 1984
52.224-02	Privacy Act	Apr 1984
52.225-08	Duty Free Entry	Feb 2000
52.225-16	Sanctioned European Union for Country Services	Feb 2000
52.227-19	Commercial computer Software Restricted Rights	Jun 1987
52.228-05	Insurance-Work on a government Installation	Jan 1997
52.232-18	Availability of Funds	Apr 1984

52.232-22	Limitation of Funds	Apr 1984
52.237-02	Protection of Government Buildings, Equipment and Vegetatio	Apr 1984 n
52.237-03	Continuity of Services	Jan 1991
52.239-1	Privacy of Security Safeguare	ds Aug 1996

FAR 52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum" The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 60 days after the contract expiration

date.

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in

the Schedule. Such orders may be issued from date of contract through contract Expiration date.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitation (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of their contract ceiling amount;
 - (2) Any order for a combination of items in excess of the contract ceiling amount; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section
- (c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 1999). (Applies only to proposals under 263-02-P(AH)-0029(c))

(a) Definitions. As used in this clause--

"Small disadvantaged business concern," means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRONet).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

- (b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price score of all offers, except--
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment
--

- (d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

The following clause applies only to contracts awarded under the 8(a) set-aside portion (263-02-P(AH)-0029(c)) of the RFP.

FAR Clause 52.219-70XX, SECTION 8(a) DIRECT AWARD (HHS/SBA MOU-FEBRUARY 8, 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the NIH. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by Contracting Officer at time of Award]

- **** (Note: Insert bracketed information for RFPs. For Contracts, insert the appropriate cognizant SBA District Office.) ****
- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
 - (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or controls shall result in

termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

	NUMBER OF	
	ITEM PAGES	
1.	Instructions for Use by NIH	2
2.	Instructions for Use by Other Agencies	2
3.	NIH TCS Task Order Form	2
4.	TCS Task Order Form for Other Agencies	2
5.	NIH TCS Task Order Modification Form	1
6.	TCS Task Order Modification Form for Other Agencies	1
7.	Subcontracting Plan Small Business	8

In accordance with the Uniform Contract Format, Sections L& M are deleted and Section K is incorporated by reference. Through the SF 33 cover page lists 94 pages in total, because of these deletions there are only a total of 51 pages within the contract document.

Attachment #1, Page 1

DEPARTMENT OF HEALTH & HUMAN SERVICES

PHS

NATIONAL INSTITUTES OF HEALTH 6011 Exec Blvd, Room 529S Rockville, MD 20892-7260 Phone: 301-402-3073 FAX: 301-435-6101 e-mail- RevenisA@od.nih.gov

NIH PROJECT OFFICER'S INSTRUCTIONS FOR TRAVEL/CONFERENCE & ADMIN. SUPPORT CONTRACTS

As a project officer (PO) for the above contracts, you will be responsible to ensure that all task orders (TO), modifications, receiving and resultant payments are in compliance with section G of the contract document. I would like to emphasize a few points:

- Every PO must have a one-time authorization from the contracting officer (CO) to use these contracts. If you want to request authorization, please forward your request by e-mail, approved by your supervisor, with your Institute/office, name, title, address, phone # and Fax #. Please list any PO or contract administration training completed. Along with the authorization, I will provide copies of the TO form and instructions for use.
- To initiate a task order, prepare a request for task order proposal (RFTOP) including a description of the work required, the evaluation factors and instructions for submitting a task order proposal (TOP).

*Each task order will have a distinct task order number. The number will have three fields separated by dashes. The first field will contain the characters "NTCS-". The second field will be the 2nd and 3rd characters of the record of call (ROC) number then numbered consecutively for the life of the contract from "001". Please keep a log of TO# used. (If a ROC is used for more than one PO, an alpha code may be placed in the 3rd digit to identify the appropriate PO). Modifications will be numbered with M after the TO# and numbered consecutively (e.g. modification #1 will be "M01"). The 3rd field will be entered by the NIH-TCS coordinator when the approved TO is sent to the firm & PO.

- The PO must e-mail the proposal request, with a requested response date, to all qualified firms. If a PO wants to limit the firms that be considered, they must prepare a justification in accordance with FAR 16.505 and have it approved by the contracting officer or the NIH-TCS coordinator **prior** to the release of the RFTOP
- The contractors shall prepare a Proposal with as much detail as requested by the RFTOP. Please note that these proposals may be quite brief unless additional

Attachment #1, Page 2

information is required. If additional evaluation factors are not listed, it should be assumed that price and corporate experience/past performance will have equal weight.

- The TOP shall include a price proposal with an estimated ceiling (not to exceed) amount specifying labor and pass-thru costs. Firms shall propose a specific handling charge for that task order. These price proposals may not exceed the contract terms. The hourly rates for the three labor categories will not exceed the contract rates. Handling charges shall not exceed the ceiling amount in the contract but it will often be less. Billing may not exceed the labor subtotal or TO total without a prior written modification.
- The PO will review all resultant proposals and prepare a recommendation for award, detailing the reason that use of the selected firm is in the best interest of the Federal government in accordance with FAR 16.505(b) (Possible factors include price, technical complexity, past performance, special knowledge or experience). The PO shall review the proposed hours and cost, and **if deemed reasonable**, sign the Task Order Form and inscribe the ROC#. The PO will forward 1) the signed Task Order Form; 2) the Record of Call (if an ROC is not used, a copy of the obligating document) and 3) a recommendation for award, to the NIH-TCS coordinator.
- The NIH-TCS coordinator will review the submitted material to determine that the order is within the scope, period and ceiling value of the contract and approve the Task Order Form. Copies of the approved task order will be provided, by FAX, to the Contractor and to the PO.
- The contractor will submit all invoices to the billing address (with a receiving copy to the PO) directed by the Task Order Form. Billing shall be for hours actually worked and amounts paid. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. The PO will be responsible to review/approve these invoices and ensure that appropriate receiving is entered.
- Upon final payment, the PO shall assess the quality of services received (interim performance reports may also be submitted) and provide a copy of the closeout report to the NIH-TCS Coordinator.

If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps.

Attachment #1, Page 3

• If you ever have any questions, especially as we get under way, please contact me and we will figure out some sort of answer. Thank you for your interest in this requirement and I hope that these contracts prove to be advantageous.

Sincerely,

ANTHONY M. REVENIS, J.D. NIH-TCS Coordinator

Attachment #2, Page 1

DEPARTMENT OF HEALTH & HUMAN SERVICES

NATIONAL INSTITUTES OF HEALTH 6011 Exec Blvd, Room 529S Rockville, MD 20892-7260 Phone: 301-402-3073 FAX: 301-435-6101

e-mail- RevenisA@od.nih.gov

NON-NIH PROJECT OFFICER'S INSTRUCTIONS FOR TRAVEL/CONFERENCE & ADMIN. SUPPORT CONTRACTS

The above listed task orders (TO) contracts are available for use by all Federal agencies for a wide range of services. You may request more information by e-mail at the address above. As a project officer (PO) for the above contracts, you will be responsible to ensure that all task orders (TO), modifications, receiving and resultant payments are in compliance with section G of the contract document. I would like to emphasize a few points:

- To initiate a task order, please prepare a Request for Task Order Proposals (RFTOP)(see TO form and checklist) including a description of the work required, a list of the factors that will be used for evaluation including cost/price and past performance, instructions on the type of proposal (electronic or paper, # of copies, page limit?), the type of pricing requested, delivery instructions. You will also require an independent cost estimate, a requisition or funding assurance, and all clearances/approvals required. Consider a set-aside for small businesses or 8(a) firms. I will assign the RFTOP#.
- You should have a contracting officer (CO) help you prepare the RFTOP. You will use a contracting officer at your local agency/organization to help select the firm and determine the price is fair and reasonable. Agencies other than DHHS are eligible to use these task order contracts and are invited to do so, but will need to forward an approved Economy Act Determination (See FAR 17.5) with their RFTOP. All funds will remain at your agency and invoices will be paid from your business office. A 1% administrative fee will be charged by the contractor and then returned to NIH.
- When the RFTOP is received (via e-mail) the NIH TCS Coordinator will review it and forward it (via e-mail) to all eligible contactors.
- The contractor shall prepare a TO Proposal with as much detail as requested by the RFTOP, including a pricing/cost proposal. The contractor shall reply to any requests for specific information contained in the RFTOP. As part of their proposal the contractor will provide a task order form, signed by an authorized contractor official or you may secure it later.

Attachment#2, Page 2

- The requesting PO and CO will be responsible for reviewing and evaluating the proposals. FAR 16.505 details the procedures to ensure that all awardees are provided a fair opportunity to be considered for each task order. Negotiations may be conducted but are not required. You must document the rationale for selecting the awardee and describe that the proposed price/cost is reasonable and that the award is in the best interest of the government.
- Upon selecting a firm you must document that sufficient funds have been obligated. A
 billing reference number, appropriation data and invoicing directions will be entered on
 the task order form and both the PO and the local CO must sign the form. The task
 order form, the final statement of work, the obligating document, the rationale for
 selection shall be forwarded by fax to the address above.
- The NIH TCS Co-coordinator will review the submitted material, assign a TO number and sign the form. It will be sent by FAX, to both the Contractor and to the PO & CO.
- The contractor will submit all invoices/vouchers to the billing address (with a receiving copy to the PO) as directed by the Task Order Form. All invoices shall include both current and cumulative billing and clearly cite the funds remaining. The PO/CO will be responsible to review/approve these invoices and ensure that payment is authorized.
- Upon final payment, the contractor shall forward a task order closeout form to the initiator and the PO/CO shall assess the quality of services received (interim performance reports may also be submitted) and provide a copy of the closeout report to the NIH TCS Coordinator and to the contractor.

If a task order requires modification, a request for modification will be forwarded to or originate with the Project Officer and follow the above listed steps. Modifications may be used to provide periodic funding.

If you have any questions, especially as we get under way, please contact me. Thank you for your interest in this mechanism and I hope that these contracts prove to be useful.

Sincerely,

ANTHONY M. REVENIS, J.D. NIH PICS Coordinator

Attachment#3, Page 1

TRAVEL, CONFERENCE & ADMINISTRATIVE SUPPORT NIH - TASK ORDER

TASK ORDER # NTCS PART I - INITIATOR'S REQUEST				
Agency-Billing Address:	Accounts Payable, OFM, NIH Bldg 31, Room B1B39 Bethesda, MD 20892-2045			
B. PROPOSED PERIOD O	F PERFORMANCE:			

D. RESPONSE DUE DATE:

C. TASK DESCRIPTION:

Attachment#3, Page 2

TO #	NTCS	CONTRACT # 263-03-	D-00
PART	II - CONTRACTOR'S	REPLY:	
Contra Points Phone Addre	of Contact:	Fax-	
TOTA	L ESTIMATED COST: L ESTIMATED NUMBI OSED COMPLETION D		
FOR T	THE CONTRACTOR:	Signature	Date
IT IS I MY R Billing	N THE BEST INTERES EASON FOR SELECTIN Reference #	OPOSAL TO BE REASONABLE AN T OF THE GOVERNMENT TO AWANG THIS CONTRACTOR IS ATTAC	ARD THIS TASK ORDER.
RECO	MMENDED:	Signature - Project Officer	Date
APPR	OVAL -		
ESTIN		NOT EXCEED THE ESTIMATED L AMOUNT WITHOUT THE WRITTE	
FOR T	THE GOVERNMENT: APPROVED:	Signature – NIH TCS Coor	dinator Date

Attachment#4, Page 1

TRAVEL, CONFERENCE & ADMINISTRATIVE SUPPORT TASK ORDER (For Use by Non-NIH Agencies)

TASK ORDER # TCS			
PART I - INITIATOR'S REQUEST			
A. INITIATOR: Phone- Address:	Fax-		
Agency-Billing Address:			
B. PROPOSED PERIOD OF PERFO	ORMANCE:		
C. TASK DESCRIPTION:			

D. RESPONSE DUE DATE:

Attachment#4, Page 2

TO # TCS	CONTRACT # 263-03-D	0-00
PART II - CONTRACTOR	'S REPLY:	
Contractor: Points of Contact: Phone- Address:	Fax-	
TOTAL ESTIMATED COST TOTAL ESTIMATED NUM PROPOSED COMPLETION	BER OF HOURS:	
FOR THE CONTRACTOR:_	Signature	Date
MY REASON FOR SELECT Billing Reference #	EST OF THE GOVERNMENT TO AWA	
RECOMMENDED:	Signature - Project Officer	Doto
	Signature - Project Officer	Date
APPROVED:		
Sign	ature – Agency Contracting Officer	Date
HOURS OR ESTIMATED T	ACTOR SHALL NOT EXCEED THE E ASK ORDER AMOUNT WITHOUT TH RACTING OFFICER AND NIH TCS CO	IE WRITTEN
FOR THE GOVERNMENT: APPROVED:		
AFFROVED	Signature – NIH TCS Coord	inator Date

Attachment#5, Page 1

TO # NTCS-	MOD#	_ CON	TRACT # 263-0	03-D-00
PART II - CONTRACTOR'S REPLY:				
Contractor: Points of Contact: Phone- Address:		Fax-		
	<u>N</u>	Iod Amt.	Previous Total	New Total
TOTAL ESTIMATED (ESTIMATED HOURS:				
PROPOSED COMPLE				
FOR THE CONTRACT	COD.			
FOR THE CONTRACT	OK	Signat	ure	Date
PROJECT OFFICERS I ADJUDGE THE ABOUTHAT IT IS IN THE BUTTASK ORDER. MY INTERPOLATION OF THE ATTACHED.	OVE PROPOSAL T EST INTEREST O	TO BE REA OF THE GO	VERNMENT TO A	WARD THIS
Billing Reference Appropriation Date				
RECOMMENDED:	Signature - F	Project Offi	cer	Date
APPROVAL - THE CON ESTIMATED TASK ORDER A OFFICER AND NIH TCS COO	MOUNT WITHOUT TH			
FOR THE GOVERNM APPROV	VED:	estura NIII	ITCS Coordinates	Data
	Sign	iature – MII	H TCS Coordinator	Date

Attachment#6, Page 1

TO# TCS-	_MOD#_	CON	TRACT # 263-0	03-D-00
PART II - CONTRACT	TOR'S RE	PLY:		
Contractor: Points of Contact: Phone- Address:		Fax-		
TOTAL ESTIMATED COST ESTIMATED HOURS: PROPOSED COMPLETION	Γ:	Mod Amt.	Previous Total	New Total
FOR THE CONTRACTOR:		Signati	ure	Date
PROJECT OFFICER'S RI I ADJUDGE THE ABOVE I THAT IT IS IN THE BEST I TASK ORDER. MY REAS ATTACHED.	PROPOSAL INTEREST	TO BE REA	VERNMENT TO A	WARD THIS
Billing Reference # Appropriation Data:				
RECOMMENDED:	Signature -	Project Offi	cer	Date
APPROVED: Signat	ure – Agenc	y Contractin	g Officer	Date
APPROVAL - THE CONTRACT ESTIMATED TASK ORDER AMOUT OFFICER AND NIH TCS COORDIN.	NT WITHOUT			
FOR THE GOVERNMENT: APPROVED:		onature – NII	H TCS Coordinator	Date